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ASSOCIATES LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

17 FEDERAL TRADE COMMISSION,
18 Plaintiff,
19
20 v.
21 JEREMY JOHNSON, individually, a
22 of Defendants I Works, Inc., etc., et al
23 Defendants

Case No. 2:10-CV-02203-MMD-GWF

**[PROPOSED] ORDER GRANTING
MOTION FOR ORDER (1) APPROVING
AND CONFIRMING SALE OF BELIZE
BEACH HOLDINGS LTD. PROPERTY
WITHOUT NOTICE, HEARING OR
OVERBIDDING AND FOR RELATED
RELIEF; AND (2) GRANTING RELIEF
FROM LOCAL RULE 66-5 PERTAINING
TO NOTICE TO CREDITORS**

25 The Motion for Order (1) Approving and Confirming Sale of Belize Beach Holdings Ltd.
26 Property Without Notice, Hearing or Overbidding and for Related Relief; and (2) Granting Relief
27 from Local Rule 66-5 Pertaining to Notice to Creditors (“Belize Property Sale Motion”) filed by
28 Robb Evans of Robb Evans & Associates LLC (“Receiver”), the Receiver pursuant to the Court’s

1 Preliminary Injunction Order issued February 10, 2011 came on regularly for determination before
2 the Court, the Honorable Miranda M. Du, United States District Judge presiding. The Court,
3 having reviewed and considered the Belize Property Sale Motion, opposition to the Belize Beach
4 Sale Motion, if any, and good cause appearing therefor,

5 IT IS ORDERED that:

6 1. The Belize Property Sale Motion and all relief requested therein is granted;

7 2. Without limiting the generality of the foregoing:

8 A. The Receiver is authorized to enter into that certain Agreement dated August 21,
9 2017 ("Belize Sale Contract") between Belize Beach Holdings Ltd. by and through the Receiver
10 ("Seller") and Ruby Eiley ("Purchaser") attached as Exhibit 2 to the Declaration of Kenton
11 Johnson in support of the Belize Property Sale Motion and pursuant thereto, to sell and transfer to
12 the Purchaser that certain real property referred to as Parcel 1277 Block 7 San Pedro Registration
13 Section, Area 466.67 square yards, "AS IS" together with all buildings and erections thereon in an
14 "AS IS" condition (comprising the "Belize Property") in accordance with the terms and provisions
15 of the Belize Sale Contract;

16 B. The Receiver is authorized to complete the sale of the Belize Property pursuant to
17 the Belize Sale Contract without further notice, hearing, order or overbidding;

18 C. The Receiver is authorized to execute all documents and instruments necessary or
19 convenient to complete, implement, effectuate and close the sale of the Belize Property to the
20 Purchaser pursuant to the terms of the Belize Sale Contract, including but not limited to the deed
21 conveying title to the Belize Property;

22 D. The Receiver is authorized to permit and/or cause to be paid from the proceeds of
23 sale of the Belize Property any ordinary and customary closing costs and expenses required to be
24 paid under the terms of the Belize Sale Contract by the grantor from the proceeds of sale, all sales
25 commissions owing in connection with the sale of the Belize Property, including specifically a
26 sales commission of 8% of the gross sales price pursuant to the Receiver's listing agreement with
27 Christie's International Real Estate ("Broker") dated August 9, 2016, as subsequently extended
28 (the initial listing agreement and extended listing agreements are collectively referred to herein as

1 the "Listing Agreement") attached as Exhibit 1 to the Declaration of Kenton Johnson in support of
2 the Belize Property Sale Motion, and all real property tax liens outstanding and prorated real
3 property taxes due up to the date of closing; and

4 3. Notice of the Belize Property Sale Motion provided by the Receiver by service of
5 the notice of the filing of the Belize Property Sale Motion and the Belize Property Sale Motion on
6 all parties and by service of the notice of the filing of the Belize Property Sale Motion on all
7 known non-consumer creditors of the estate, and on all known taxing authorities with a potential
8 claim in the receivership estate concurrent with the filing of the Belize Property Sale Motion with
9 the Court, is hereby deemed sufficient notice and opportunity for hearing on the Belize Property
10 Sale Motion under Local Civil Rule 66-5.

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12 Dated: October 3, 2017



MIRANDA M. DU
United States District Judge

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